said to have been a part of it and the creditor has taken no action to his prejudice in reliance upon the guaranty there must be a new and independent consideration to support it. *Peck v. Harris,* 57 Mo. App. 467.

HUSBAND AND WIFE—INJURY TO WIFE—LOSS OF CONSORTIUM—ACTION BY HUSBAND.—BOLGER V. BOSTON ELEVATED RY. CO., 91 N. E., 389 (Mass.).—*Held,* that where a wife received injuries while a passenger on a street car, resulting in her death, and the husband as administrator, recovered for the injury and conscious suffering by her, he could not maintain a separate action for his loss of consortium.

This decision is contrary to the weight of authority. It was held that the husband might recover pecuniary compensation for the loss of consortium, and the expenses to which he was put by reason of her injuries. *Chicago & M. Electric Ry. Co. v. Krempel,* 116 Ill. App. 253; *Washington & G. R. Co. v. Hickey,* 12 App. D. C. 269. In some jurisdictions the actions have been expressly separated, the right for consortium and expenses to which he was put going to the husband and the right of action for the injury going to the wife, or her estate. *Ohio & M. Ry. Co. v. Cosby,* 107 Ind. 32; *Kelley v. N. Y. N. H. & H. Ry. Co.,* 168 Mass. 308. It was held that the husband could sue for the loss of the wife's society between her injury and death, even though it was a very brief period. *Nixon v. Ludlam,* 50 Ill. App. 273. The case in point directly overrules one of the same court where it was held that the husband might sue for the loss of services, consortium and expenses to which he might be put, while she might sue on a separate account. *Duffee v. Boston Elevated Ry. Co.,* 191 Mass. 563.

JUSTICES OF THE PEACE—APPEAL BONDS—DISQUALIFICATION OF SURETIES.—HINES V. INTERNATIONAL HARVESTER CO. OF AMERICA, 66 S. E. 989 (GA.).—*Held,* that where the surety on a bond for a purchase-money attachment in a justice's court is the sole surety on the appeal bond given by the plaintiff in the attachment case, the appeal bond is a nullity, and it cannot be amended at the hearing of the appeal by the addition or substitution of other surety.

The execution and filing of an appeal bond, recognizance, or other security is generally a condition precedent to an appeal from the judgment of a justice of the peace. *Mann v. Lowry,* 58 Miss. 73. The nature of the security to be given on such appeal bond is controlled by statutes whose requirements must be observed in order to confer jurisdiction upon the appellate court. *Brown v. Brown,* 12 S. D. 380. A party to the appeal is usually declared to be an incompetent surety on the appeal bond. *Baumbach v. Cook,* 2 Tex. Civ. App., 100. And likewise in some jurisdictions attorneys are also disqualified from becoming sureties. *Hudson v. Smith,* 111 Iowa 411. But upon the question, whether one who has previously signed some bond made necessary in the action prior to the appeal, is a competent surety on the appeal bond, the decisions are not harmonious, some holding that such surety is not competent, *Osborn v. Hughes,* 93 Ga. 445; and others holding that he is competent. *Witten v.*

Caspary, 15 S. W. 47. When, however, the requirements of the statute have been performed in substance, defects in an appeal bond as to sureties which do not go to the jurisdiction of the appellate court, will not prevent that court from allowing and requiring the appellant to amend his defective appeal bond or to file a new one. *State Sav. & Loan Assoc. v. Johnson,* 70 Neb. 753; *Murphy v. Steele,* 51 Ind. 81.

MASTER AND SERVANT—CONTRIBUTORY NEGLIGENCE OF SERVANT—NOTICE.—LOCKHART V. SLOSS-SHEFFIELD STEEL & IRON CO., 51 So. 627 (ALA.). —*Held,* it is not contributory negligence on the part of a servant to fail to give notice within a reasonable time of a known defective condition.

It is almost universally held that the failure of a servant to report dangerous conditions to his master, is contributory negligence, and will bar a recovery of damages for injuries received in consequence. *Wood on Master and Servant,* Sec. 335; *Washington & G. R. Co., v. McDade,* 135 U. S. 554; *Pautz v. Plankinton Packing Co.,* 118 Wis. 47; *Dobbins v. Lang,* 181 Mass. 397. This rule has been modified in some jurisdictions, however, the servant being allowed a reasonable time for reporting the defect after it has come to his knowledge, and if that time has not elapsed before the accident, he may recover even though he failed to report the danger. *Fordyce v. Edwards,* 60 Ark. 438; *Missouri K. & T. R. Co. v. Williams,* 28 Tex. Civ. App. 615. On the other hand, if the master is aware of the danger, he cannot rely on the servant's failure to report it as a defense. *Mobile & Birmingham R. Co. v. Holborn,* 84 Ala. 133; *Pank v. St. Louis D. B. Co.,* 159 Mo. 467; *Pennsylvania R. Co. v. McCaffrey,* 139 Ind., 430; *Cushman v. Carbondale F. Co.,* 116 Iowa 618.

MORTGAGES—FORECLOSURE—REVERSAL OF JUDGMENT—SALE FOR TAXES—RESTITUTION AND ACCOUNTING.—NATIONAL SURETY CO. V. WALKER, 125 N. W. 338 (IA.).—A suit to foreclose a mortgage was brought against the mortgagors and V., who had acquired a tax title to the property. V. answered, claiming title under his tax deed, and by cross-petition prayed that his title be quieted against the plaintiff and his co-defendants, the mortgagors. *Held,* that the property having been again sold for taxes to plaintiff pending appeal from the judgment of foreclosure, and the foreclosure judgment having been reversed, V., at least, was entitled to restitution and an accounting. McClain and Evans, JJ., *dissenting.*

On the reversal of the foreclosure decree it is generally held that restitution may be had. *Whitsesell v. Peck,* 176 Pa. St. 170; *Trow v. Messer,* 32 N. H. 361. But the right of a mortgagee, who buys the mortgaged land at a tax sale, to assert the title so acquired against lienors, raises a question as to which of the courts are in conflict. Some hold that the mortgagee cannot assert such title. *Woodbury v. Swan,* 59 N. H. 22; *Schenck v. Kelley,* 88 Ind. 444. This view, however, is supported on the ground of an obligation on the mortgagee to pay the taxes. *Blackwood v. Van Vleit,* 30 Mich. 118; *Moore v. Titman,* 44 Ill. 367. On the other hand, other courts hold such a purchase valid because a mortgagee not in possession as such is under no duty to pay the tax. *Neal v.*